

## **Terms & Conditions**

Last updated: 23/10/2024

These Terms & Conditions (T&Cs) apply to the provision of Maintenance Services by New Eleusis. Please read these T&Cs carefully as they set the basis of our working relationship, and clearly states the necessary legal rights and obligations that all parties must follow in regards to using our services.

### **1. Definitions**

The following terminology applies to these T&Cs, alongside any other associated Statements, Policies, Notices and Agreements. All use of this terminology or other words – in the singular, plural, capitalisation, and/or, he/she, they – are taken as interchangeable and therefore referring to the same. The headings contained herein are for convenience only and do not affect their interpretations or your statutory rights as a consumer.

#### **1.1. Company**

By the term Company is meant New Eleusis, which may also be referred to in this document as 'It', 'We', 'Us', 'Our' or 'Ourselves'. Of course, the term 'Us' may also apply to any and all other parties involved. By using our Company, from the paying of deposits required to works beginning, you have intentionally accepted all of the T&Cs listed below.

#### **1.2. Client**

By the term Client is meant the user(s) of our Company, and is defined in the same way as that set out by the Consumer Rights Act 2015. Generally, however, it refers to any individual or organisation who purchase our Services, which may also be referred to in this document as 'You', 'Your' or 'Yourself', and implies the individual accessing our Service and accepting these T&Cs.

#### **1.3. Agreement**

By the term Agreement is meant the formal arrangement used in the purchase of Services, alongside the T&Cs which govern Your use of our Service.

#### **1.4. Service**

By the term Service(s) is meant the entirety of what New Eleusis provides, but also the articles or products that the Client agrees to buy from the Company, and applies to all

parties who access or use Us. Your access to and use of Our Service is conditioned on Your acceptance of, agreement to, and compliance with all our T&Cs, which are subject to change at any time and effective upon posting on this Website. If You disagree with any part of these T&Cs then you may not access or use the Service.

#### 1.5. Booking

The term Booking here is synonymous with Agreement and implies a formal arrangement made by and between Us. By placing a Booking and having it accepted by Us, You are entering into an Agreement between Yourself and New Eleusis. It is important, therefore, to check that all Your details are correct at the time of processing, as once payment has been made there is no guarantee that the Booking can be amended or cancelled without a cost implication.

#### 1.6. Quotation

The term Quotation means the Company's written estimate for any work to be carried out and which applies to these T&Cs.

#### 1.7. Site

The term Site, when used in this context, specifically means the worksite where Services will be performed.

#### 1.8. Website

The term Website applies exclusively to [neweleusis.uk](http://neweleusis.uk) and/or [neweleusislandscaping.co.uk](http://neweleusislandscaping.co.uk).

### **2. General**

2.1. Our role is a provider of property maintenance and other related services, including home improvements, garden maintenance and professional cleaning. We will do this by taking your booking enquiry and then confirming the details of your Booking by email with a link to these T&Cs.

2.2. These T&Cs shall be governed by and construed in accordance with English law, and disputes or claims arising in connection with them (including non-contractual disputes or claims), shall be subject to the exclusive jurisdiction of the English courts.

2.3. These T&Cs shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives. The Company reserves the right to

change these T&Cs from time to time, as It sees fit, and Your continued use of any Service will signify Your acceptance of any adjustment.

- 2.4. If any of these T&Cs are deemed invalid or unenforceable for any reason, then the invalid or unenforceable provision will be severed and the remaining Terms will continue to apply. Failure of New Eleusis to enforce any of the provisions set out in these T&Cs, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these T&Cs or any part thereof, nor or the right thereafter to enforce each and every provision.
- 2.5. The above exclusions and limitations apply only to the extent permitted by law and none of your statutory rights as a consumer are affected.

### **3. The Agreement**

- 3.1. This Agreement is entered into by and between New Eleusis (the Company) and Yourself (the Client), and contains the entire understanding between the parties involved. It supersedes any and all prior agreements, whether written or oral, relating to the subject matter involved.
- 3.2. These factors shall be governed by and construed in accordance with English law, and any disputes or claims arising in connection with them, whether contractual or non-contractual, shall be subject to the exclusive jurisdiction of the English courts.  
Irrespective of where the Agreement takes place or at what time, however, all legal matters arising from it will be handled within an area of Our choice.
- 3.3. Any amendments to this Agreement must be in writing and signed by both parties, and neither party may assign or transfer their rights or obligations under this Agreement without prior written consent.
- 3.4. Nothing in these T&Cs shall affect the Client's statutory rights as a consumer and no variation to this Agreement shall be binding on the parties unless made in writing and signed on behalf of both parties.
- 3.5. New Eleusis will continue to be Your main point of contact throughout the provision of services that You have requested.
- 3.6. You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between You and New Eleusis, any of our subsidiaries, partners,

service providers, licensors, licensees or any other third parties related to us, as a result of this Agreement.

- 3.7. You hereby acknowledge and agree that New Eleusis may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent.
- 3.8. You hereby acknowledge and agree that you may not assign the Agreement without New Eleusis' prior written consent, and any unauthorised assignment by you shall be null and void.
- 3.9. New Eleusis' omission to enforce any provision of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. Any waiver by New Eleusis, any of our subsidiaries, partners, service providers, licensors, licensees or any other third parties related to us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 3.10. If any provision of this Agreement is held to be invalid or unenforceable to the maximum extent permissible so as to affect the intent of the parties, the remainder of this Agreement shall continue in full force and effect.
- 3.11. If any provision cannot be reformed, any such provision shall be deemed severable from the terms of the Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 3.12. This Agreement shall be effective as of the date that You indicated that You accept it and shall last as long as You continue using Our Services.
- 3.13. You may terminate this Agreement by notifying New Eleusis at [contact@neweleusis.uk](mailto:contact@neweleusis.uk).
- 3.14. Notwithstanding the limitations of liability mentioned hereafter (see Section 13 below), nothing in this Agreement shall limit New Eleusis' liability: 3.14.1. for damage from injury to life, body or health due to negligent breach of duty or intentional or negligent breach of duty by a legal representative or a person used to perform an obligation of New Eleusis; 3.14.2. for other damage arising from a grossly negligent breach of duty by New Eleusis or intentional or negligent breach of duty by a legal representative or a person used to perform an obligation of New Eleusis; 3.14.3. for intentional misconduct; 3.14.4. for damage arising from a negligent breach of an

obligation that is essential for the performance of the contract by New Eleusis to the extent that is typical and foreseeable; 3.14.5. for any guarantee given by New Eleusis to You; and 3.14.6. for any liability under a jurisdiction's applicable services liability legislation.

3.15. Because certain states or jurisdictions do not allow for exclusion or limitation of liability for certain types of losses or damages, in such states or jurisdictions, the liability of New Eleusis shall be limited to the fullest extent permitted by applicable law.

#### **4. Scope of Work**

4.1. The work as discussed and specified in the Booking will be carried out to the highest standards that can be reasonably expected.

4.2. It is Your responsibility to indicate the line of any boundaries, underground cables and pipes, before work commences. Furthermore, We accept no liability whatsoever for any losses or future disputes which You may have with other parties (e.g. neighbours) as a result of works carried out on or within these boundaries.

4.3. We reserve the right to use any photographs produced by us for future marketing or displays whilst ensuring your anonymity.

#### **5. The Worksite**

5.1. We will carry out and complete the work detailed in the Agreement with a courteous and professional manner.

5.2. We will carry out the work while weather conditions are suitable for the relevant operations.

5.3. We will use only machinery and tools suitable for the Site conditions and the work to be carried out.

5.4. Unless otherwise agreed, all goods and materials will be delivered to the Site.

5.5. We will promptly notify You of the discovery of any obstructions or hazards during the course of the work and advise on the implications.

5.6. You will, if necessary, provide access to utilities (e.g. water and electricity) at no additional cost to Us.

- 5.7. You are committed to granting Us reasonable and sufficient access to the Site throughout the period of work. You also agree to allow Us access for the recovery of goods and materials from Your property until payment is made in full.
- 5.8. If You provide on-site storage, You will ensure that the facility is safe and secure.
- 5.9. We will carry out a Site risk assessment and ensure that all applicable health and safety regulations are met.
- 5.10. We will make arrangements for staff welfare facilities unless otherwise agreed.
- 5.11. You are responsible for obtaining any necessary consents for the implementation of the work from the relevant authorities and for ensuring that this complies with all applicable laws. It is also Your responsibility to make parking arrangements, including contacting your district council to request a parking permit or parking bay suspension, if necessary. Any parking fees or fines accrued during the time of Service are to be paid by You.
- 5.12. It is expected that you clear up any pet fouling on lawns or soil prior to our visit.
- 5.13. Where possible You shall be informed of Us leaving the Worksite.

## **6. Quotations**

- 6.1. We will provide an estimate/specification of the likely duration of the work. Any dates or time scales given are approximate only.
- 6.2. All estimates are valid for 1 month from the date of issue and prices may increase after that date. The estimate is the best price at the time of submission, taking into account existing site conditions and layout at the time of viewing.
- 6.3. Only the work described in the estimate is included in the Service. The supply of any materials or labour costs for works other than those stated within the estimate are excluded. Any alteration, modification, or extras beyond the work specified in the estimate may be liable for an additional cost, which will be agreed by both parties prior to being undertaken.
- 6.4. No allowance is made in the estimate for any extra work required due to unknown or hidden factors.
- 6.5. We reserve the right to request that you consider increasing the value of the estimate should the date for its completion become impossible to attain for reasons wholly or partly beyond our control.

- 6.6. We reserve the right to alter or withdraw any estimate at any time prior to the works being started. No waiver shall be valid unless made in writing.
- 6.7. Quotations/specifications shall be open for acceptance during the period set out in the Quotation. If after acceptance of the Quotation by the Client the cost to Us of carrying out the agreed work is increased (e.g. in the cost of materials), labour or any factor outside the control of New Eleusis, the Company shall notify the Client of the price increase before undertaking any further work. If the Client does not accept the price increase, either party may terminate the Agreement with immediate effect.
- 6.8. You shall notify Us of any known hazards or obstructions on the Site prior to submission of a Quotation. We are not able to accept responsibility for damage to (or cost involved with) any underground hazards, obstructions, or services, not made known in writing or apparent to Us on visual inspection.

## **7. Payments**

- 7.1. You agree to pay Us the total fee of services rendered, together with any VAT properly chargeable, to be billed upon completion and final delivery and settled within 30 days. This includes the full invoice sum (all costs incurred) and may be done either by cash, card, bank transfer or Direct Debit.
- 7.2. New Eleusis reserves its right to charge interest at the rate of 7% per annum above the base rate of the Bank of England on all outstanding sums from the due date until payment. Where any payment is outstanding, without prejudice to such other rights and remedies as may be available, We shall not be obliged to provide any further goods or services whatsoever and shall be entitled to cancel the Agreement with immediate effect.
- 7.3. The same conditions apply if an invoice is disputed (following an agreement to original estimate) and remains unpaid. Any invoices that are not paid within 30 days of being rendered will consider You default and therefore in breach of contract. New Eleusis will then be entitled to cease work immediately and remove all materials remaining unused on the worksite, but also recover from You the whole loss of funds and any expenses arising out of said default. In the unfortunate event that it becomes necessary to institute formal recovery of the outstanding sum, You will be liable to pay the full extent of Our fees (e.g. collection agencies, administrative and/or court costs), and We will not

return to do another maintenance visit until any previous invoices have been settled. As stated in Clause 8.4, You also agree to pay any extra costs incurred due to unforeseen circumstances not within the final estimate. For example, parking charges or fines will be added if applicable.

- 7.4. If a job requires materials to be purchased, we will need payment 7 days before the start date. Payment is required immediately if the start date is less than 7 days.
- 7.5. In the event that work exceeds £1000, we will require 50% of the total cost to be paid on the first day of arrival at the job, and the remaining balance to be paid on the day of completion.
- 7.6. Unless otherwise stated in writing, by signing up to any of our subscription packages you are entering into a monthly direct debit agreement. Each agreement offers its own break clause set at 6 month, 12 months or 18 months respectively on the duration of your subscription. Subscription packages are paid at a 10% discounted rate; the difference is to be paid if the contract is cancelled before the end of the package.
- 7.7. Subscription prices are based on an hourly rate with any missed hours accrued or relocated when needed. New Eleusis reserves the right to limit or extend time allocation in accordance to work carried out to ensure an adequate standard is achieved each week.
- 7.8. New Eleusis reserves the right to cancel the subscription (without prejudice) to any Client who does not adhere to the outlined T&Cs set out herein.
- 7.9. If You are responsible for the delivery date of any goods or materials being delayed, We reserve the right to charge the daily labour rate for all staff on site until the material arrives.
- 7.10. You will be solely responsible for payment of all additional costs resulting from a change of mind in relation to materials already delivered on-site.
- 7.11. Any accidental or intentional damage caused by You, Your children, pets, or any third-party during the course of maintenance, may incur an additional repair charge.
- 7.12. If We are required to remove either green waste or general waste from the site, this will be subject to a charge of £30 for 8 bags, and £5 for each additional bag thereafter. Parking and congestion charges may also apply.
- 7.13. A charge is made for the collection of non-stock parts and materials, although time will be kept to a reasonable minimum.

7.14. An additional charge may be applied in the event that we have to travel a distance further than 3 miles to collect or drop off any items (e.g. keys).

## **8. Cancellations**

- 8.1. If You need to change either the Service or time, New Eleusis will do its best to accommodate. However, it should be noted that any changes to a Booking are subject to 24-hours prior notice and availability.
- 8.2. A minimum of 24-hours' notice is required for the cancellation of any Service, subject to confirmation in writing and delivered either in person, via email or by mobile phone (e.g. text message). We do not accept notification through Our social media platforms (excluding Whatsapp).
- 8.3. If You cancel a job prior to completion, for whatever reason, You are liable for any unpaid materials and/or labour costs.
- 8.4. We reserve the right to charge a cancellation fee (up to 100% of the agreed price) in the event that You reschedule or cancel an appointment at short notice (within 24-hours), or we are unable to gain access to your property on the day.
- 8.5. If keys are provided, they must open all locks without any special efforts or skills.
- 8.6. If You reschedule the Service upon Our arrival onsite, it is Your responsibility to cover travel expenses on top of any cancellation fees.

## **9. Services**

- 9.1. We reserve the right to stop work in progress or cancel the Booking due to adverse weather conditions, which do not enable Us to adequately perform Our duties.
- 9.2. We reserve the right to refuse or stop the services provided at any time in the event of abuse, mistreatment or threat to life.
- 9.3. Both Yourself and Us have the right to terminate any Service or Agreement for any reason, including those which are already underway; however, no refunds shall be offered.
- 9.4. As stated in Clause 10.11 of this document, You are responsible for the upkeep and development of all turf and plant life (including trees and shrubs) once our agreed service has been completed and all our obligations fulfilled. We can neither guarantee nor accept responsibility for their survival after this period.

9.5. We will take all reasonable steps to minimise environmental disturbance, nuisance and pollution. Some noise, however, may be unavoidable due to the operation of machinery.

9.6. We reserve the right to engage appropriate sub-contractors and third-parties should a project require them.

## **10. Materials**

10.1. We make every effort to use reputable high-quality suppliers for plants, trees, shrubs, turf, etc., at all times. However, we are unable to guarantee their performance after our departure. The Client shall be responsible for the aftercare and maintenance of all living material following completion of the work.

10.2. Materials, specifically plants and turf, are only warranted if given in writing. Since aftercare is not within our full control, the only guarantee is that all products were of the right quality and health when supplied.

10.3. Any plant failures will be referred back to the respective supplier for consideration under their terms of warranty.

10.4. We will research and take the advice of our supplier as to the best way to lay materials. If there are any problems arising with products and the supplier's advice has been taken, we accept no responsibility apart from improper installation on our part.

10.5. The appearance of finished features is at our discretion unless agreed to by all parties in writing prior to the start of work. Where a written specification for the appearance of a feature is provided to Us, it is Your responsibility to request a small sample of this finished work prior to the start of that specific feature.

10.6. If a particular variety, species or cultivar is not available, a suitable replacement will be selected by Us.

10.7. Natural products may show some colour and/or texture, alongside spatial variations, and we cannot guarantee that supplied materials are exact representations of any samples provided.

10.8. We cannot be held responsible for the fading of colours due to efflorescence, which is a natural condition producing very small white particles covering the surface of concrete products. This condition is caused by having calcium hydroxide present as a

soluble salt, which leaches to the surface and combines with carbon dioxide in the air to form calcium carbonate (chalk).

10.9. Wood is a natural product and therefore susceptible to certain changes in an outdoor environment. Extremes of temperature or weather will cause a reaction, and it should be noted that certain conditions may cause products to split, lose shape, or warp. This is natural and in all but the most severe cases, normal shape will be recaptured. We cannot be held responsible for this occurrence.

10.10. Extreme changes in weather conditions can affect certain plants and materials, such as terracotta, natural stone and other paving, and will suffer damage if not protected. Such an event is out of our control and you are advised to take the necessary precautions in preventing this from occurring.

10.11. Materials delivered to the worksite, including plants, and also tools left on site, become Your responsibility, and We accept no responsibility for any loss, damage or expense incurred after delivery, for whatever reason. All deliveries will be stowed in an agreed location within the boundaries of Your property.

10.12. Unless otherwise specified in the Quotation or notified to the Client, We are not responsible for irrigation of planted material and lawns and do not accept liability for the loss of planted material due to lack of irrigation or adverse weather conditions.

## **11. Website**

11.1. Access to our site is permitted on a temporary basis only, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time.

11.2. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these T&Cs, and that they comply with them.

11.3. You agree to always provide Us with accurate and complete information, including names, address of the property, date of birth, email address and/or any credit or debit card information or bank account details. We shall use this information according to our Privacy Statement.

- 11.4. You acknowledge and agree that New Eleusis, any of our subsidiaries, partners, service providers, licensors or any other third parties related to us, shall not be liable in any manner for the deletion, modification, impairment, hacking, or any other damage or loss of any kind caused to content of the website.
- 11.5. Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore refuse all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.
- 11.6. We put a lot of effort to improve our services. Thus, our site is updated regularly, and we may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. You agree that we may change, update, suspend or restrict your access to any features, parts or the whole site and/or app, at any time, without notice or liability to you. Additionally, you understand and agree that New Eleusis might change any system specification requirements necessary to install and use the apps or the sites, in such case you are solely responsible to make sure that you meet the requirements for any necessary additional software or hardware, in order to use the apps or the sites.
- 11.7. Any of the material on our site may be out of date at any given time, and we are under no obligation to update any and all materials, whatsoever.
- 11.8. New Eleusis' services and the materials displayed on our sites is provided to you on 'as is' and 'as available' basis, without any guarantees, warranties or representations of any kind, express or implied. To the fullest extent permitted by applicable law, We and any third-parties connected to Us hereby expressly exclude: 11.8.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity. 11.8.2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our websites or in connection with the use, inability to use, or results of the use of our websites, apps, account systems and/or any websites linked to it and any information and/or materials posted on it, including: 11.8.2.1. loss of income or revenue; 11.8.2.2. loss of business; 11.8.2.3. loss of profits or contracts; 11.8.2.4. loss of anticipated savings; 11.8.2.5. loss of data; 11.8.2.6. loss of goodwill; 11.8.2.7. wasted management or office time; and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. This does

not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

- 11.9. New Eleusis reserves the right, at its own expense and in its sole and absolute discretion, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which even you will cooperate with New Eleusis in asserting any available defences.
- 11.10. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 11.11. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.
- 11.12. You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association or in misleading context.
- 11.13. Appropriate link text should always be used in links pointing to our website.
- 11.14. If you would like us to remove a link to your website that is included on this website, please contact us. Unless you have a legal right to demand removal, such removal will be at our discretion.
- 11.15. Our site must not be framed on any other site or use any similar technology in relation to the content of the website. We reserve the right to withdraw linking

permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these terms.

11.16. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

11.17. Unless otherwise stated, the services featured are only available within, or in relation to postings from, the United Kingdom.

## **12. Intellectual Property**

12.1. We are the owner or the licensee of all intellectual property in our websites and apps, and of the material published on it. Those works are protected by copyright laws and treaties around the world. We, New Eleusis, any of our subsidiaries, partners, service providers, licensors or any other third parties related to Us own and reserve all intellectual property rights and other rights and title in and to New Eleusis, and all data and content included therein, including, user accounts, computer and/or app code, titles, objects, chat logs, phone recordings, artwork, graphics, designs, photos, pictures, sounds, musical compositions and recordings, and methods of operation.

12.2. We grant you a limited, non-exclusive, non-transferable, revocable license to use and enjoy the New Eleusis website for your individual, non-commercial purposes only and expressly conditioned upon your compliance with the terms of this Agreement. Unless otherwise expressly authorised by Us in a signed writing, you may not sell, copy, exchange, loan, reverse engineer, decompile, derive script from, translate, lease, grant security interest in, transfer, publish, assign or otherwise distribute any of the intellectual property relating to New Eleusis.

12.3. You acknowledge and agree that unless We grant you a license, in a signed written contract, you may never use any of our trademarks, service marks, trade names, logos, domain names, taglines, or trade dress. Any reproduction, redistribution, or modification of the New Eleusis brand and its properties, or use of the New Eleusis brand or its properties, not in accordance with these T&Cs, is expressly prohibited and may result in civil and/or criminal penalties.

- 12.4. All original designs, drawings, specifications, photographs and any other written material produced by Us during the performance of the Service shall remain the property of New Eleusis.
- 12.5. If you submit any creative ideas, suggestions or materials to us (the 'Unsolicited Ideas'), you grant New Eleusis, any of our subsidiaries, partners, service providers, licensors and/or any other third parties related to us a worldwide, perpetual, irrevocable, sub-licensable, transferable, assignable, non-exclusive, and royalty-free right and license to use, reproduce, distribute, adapt, modify, translate, create derivative works of, publicly perform, publicly display, digitally perform, make available to the public, communicate to the public, sell, offer for sale, and import any and all Unsolicited Ideas, including all copyrights, trademarks, trade secrets, patents, designs, industrial rights, and all other intellectual and proprietary rights related thereto, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, including sharing the Unsolicited Ideas with others, without any compensation to you. To the extent necessary, you agree that you undertake to execute and deliver any and all documents and perform any and all actions necessary or desirable to ensure that the rights to use the Unsolicited Ideas granted to us as specified above are valid, effective, and enforceable. Additionally, you give up any claim that the use by New Eleusis, any of our subsidiaries, partners, service providers, licensors, licensees or any other third parties related to us, of your Unsolicited Ideas and violations of any of your rights, including moral rights, privacy rights, rights to publicity, proprietary or other rights, and rights to credit for the material or ideas set for therein.
- 12.6. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 12.7. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 12.8. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

- 12.9. You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 12.10. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 12.11. If you're a copyright owner or agent thereof and believe that content posted on our websites or in our apps or elsewhere, infringes upon your copyright, please submit a notice to the Legal Department with: - An electronic or physical signature of the person authorised to act on behalf of the copyright owner; - A description of the copyrighted work that you claim has been infringed; - The URL of the location on the website or a screenshot of the location in the app containing the material you claim is infringing; - Your address, telephone number, and email address; - A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; and - a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or the person authorised to act on the copyright owner's behalf.
- 12.12. If you wish to make any use of material on our site other than that set out above or to link to us for commercial purposes, please address your request to [contact@neweleusis.uk](mailto:contact@neweleusis.uk).

### **13. Liability**

- 13.1. Notwithstanding anything else contained in this document, New Eleusis shall not be liable to the Client for loss of profits or contracts or any indirect or consequential losses whether arising from negligence, breach of contract or otherwise.
- 13.2. We shall not be liable or accept any responsibility for unavoidable damage caused, or any unforeseeable loss you may suffer as a result of the works carried out, nor shall we be liable for any loss which is not caused by Our own negligence or breach of the Terms of the Agreement between Us. This includes, without limitation, direct and personal loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of events, or you have advised New Eleusis of the possibility of such potential loss). This Company does not, however, exclude liability for death or personal injury caused by Its negligence.

- 13.3. We will agree on a specific date and time with you for the works to commence, and we shall endeavour to attend on that particular date and at that time. However, we can accept no liability in respect of our attendance, or lack thereof, nor for the late or non-delivery of goods, due to circumstances outside Our control (*Force majeure*). Any agreed dates and times are estimates and we shall not be in breach of this agreement for failing to meet a particular deadline.
- 13.4. Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party, including but not limited to any Act of God, terrorism, war, political insurrection, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party affected by such an event shall forthwith inform the other party of the same and shall use all reasonable endeavour to comply with the T&Cs of any Agreement contained herein.
- 13.5. Our liability to You for any loss or damage of whatsoever nature, howsoever caused, shall not in any circumstances exceed the price of the services from which the liability arises.
- 13.6. New Eleusis shall be free from any liabilities (including structural or accidental) when using machinery, except for incidents caused by our own improper use.
- 13.7. Under no circumstances, and under no legal theory, whether in contract, tort (including negligence), strict liability or otherwise, shall New Eleusis be liable to you or any other person for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind (including, damages for loss of business, loss of data, loss of goodwill, or lost profits), or any damages for gross negligence of any kind (including, damages for work stoppage, or any other commercial damages or losses) arising from your use or misuse of the Service, even if New Eleusis were aware or should have known of the possibility of such damages. In no event shall New Eleusis be liable for any damages in excess of any amount you have paid to Us for provision of services, if any, during the 6 months immediately prior to the time your cause of action arose.
- 13.8. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or

claims) shall be governed by and construed in accordance with the law of England and Wales.

13.9. New Eleusis has public liability insurance.

13.10. New Eleusis and You hereby agree to first attempt to informally negotiate any claim or dispute for at least 30 days.

13.11. You shall notify New Eleusis of any claims that you have by sending a notice to [contact@neweleusis.uk](mailto:contact@neweleusis.uk). This Clause shall have no effect on any statutory rights to initiate a court proceeding in case of a dispute and shall not suspend any statutory limitation periods applicable to the bringing of a claim.

#### **14. Complaints**

14.1. New Eleusis will follow the complaints procedure as set out by the Property Care Association. A copy of this procedure can be obtained from Property Care Association, 11 Ramsey Court, Kingfisher Way, Hinchingsbrooke Business Park, Huntingdon, PE29 6FY.

14.2. If You are unhappy with the standard and/or service received then Our standard complaints procedure must be followed in order to review and cease subscription. A full investigation will be undertaken to validate the complaint before a decision is made. If the complaint is to be unfounded then New Eleusis reserves the right to charge the Client any and all remaining invoices up to and not before the end of the designated period.

Please note that our T&Cs, alongside other related Statements, Policies and Notices, are *live documents*, and We reserve the right to update them as and when required. It is therefore suggested that any users of our Services consult them regularly. If a revision is necessary, however, We will try to provide at least 30-day's notice prior to any new T&Cs taking effect. What constitutes a change will be determined at Our sole discretion. If you have any queries, please email us at [contact@neweleusis.uk](mailto:contact@neweleusis.uk).